

ZORTRAX S.A. Regulations on Providing 3D Printing Services

1. Definitions

- 1) **Customer** - a natural person with full capacity to perform acts in law and a legal person or organisational unit not being a legal person which is granted legal capacity by specific regulations, which submits a request for quotation on the 3D printing services via the "Ask for price" form on the <https://zortrax.com/pl/3d-printing-services> website or orders 3D print in connection with the quoted price;
- 2) **Zortrax S.A.** - Zortrax Spółka Akcyjna with its registered office in Olsztyn (10-410) at ul. Lubelska 43a, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Olsztyn, VIII Commercial Division, under the KRS number: 0000499608 paid-up share capital of PLN 12, 042,250, National Business Registry Number (REGON): 146496404, Tax Identification Number (NIP): 5242756595, BDO 000535813.
- 3) **Consumer** - Customer being a natural person who performs a legal transaction with Zortrax that is not directly connected with their business or professional activities, in particular, one who asks for a quote on 3D printing services or places an order for 3D printing services;
- 4) **Regulations** - these Regulations on Providing 3D Printing Services;
- 5) **3D Printing Services** - services provided by Zortrax, consisting in preparing a 3D print on a 3D printer on the basis of a design supplied by the Customer and using Zortrax materials;
- 6) **Product** - 3D print made by Zortrax based on an Order placed by the Customer, which is an object of an Agreement between Zortrax and the Customer,
- 7) **Business Day** – a single day from Monday to Friday, sans statutory holidays and Saturdays.
- 8) **Order** - a Customer's declaration of intent aiming at concluding an Agreement with Zortrax, send to Zortrax via email.
- 9) **Agreement** - a distance agreement within the meaning of art. 2 (1) of the Polish Act of 30 May 2014 on Consumer Rights (Dz.U. [Polish Journal of Laws] of 2014, item 827), the object of which is the sale of chattel or, depending on commodity price, a service contract, or a contract for specific work.

2. General Provisions

- 1) These Regulations define the terms and conditions of providing 3D printing services by Zortrax for its Customers via the <https://zortrax.com/pl/3d-printing-services> website.
- 2) By using the 3D printing services, the Customer confirms that they have read and understood these Regulations and that they fully accept it and undertakes to follow its provisions.

- 3) These Regulations constitute regulations as referred to in art. 8 of the Polish Act of 18 July 2002 on Providing Services Electronically.
- 4) The entrepreneur providing 3D printing services to the Customers shall be Zortrax.
- 5) Zortrax can be contacted in the following manner:
 - a) in writing, to the following address: Zortrax S.A., ul. Lubelska 43a, 10-410 Olsztyn, Poland.
 - b) via email to: office@zortrax.com
 - c) by phone: 89 672 40 01
- 6) These Regulations are intended both for Consumers and entrepreneurs using 3D printing services offered by Zortrax via the <https://zortrax.com/pl/3d-printing-services> website, unless a given provision of the Regulations stipulates otherwise and is directed only to Consumers or only to entrepreneurs.
- 7) The Regulations are an integral part of an Agreement concluded with the Customer.

3. Types and scope of services provided electronically

- 1) Zortrax, via the <https://zortrax.com/pl/3d-printing-services> website, enables its Customers to use 3D printing services.
- 2) The provision of 3D printing services takes place on the principles defined herein.
- 3) The 3D printing service includes Zortrax performing a 3D print in accordance with the Order placed by the Customer.
- 4) The 3D printing services may be performed with the use of technology and materials indicated at: <https://zortrax.com/pl/3d-printing-services>
- 5) Zortrax reserves that Products made under the 3D printing services are not medical products and cannot be in any way used for diagnosis, treatment, or surgery.
- 6) Zortrax informs that the minimum value of an Order is PLN 200.00 or an equivalent of this sum in EUR or USD.

4. Terms and conditions of providing services electronically

- 1) Technical requirements necessary to work with the IT system employed by Zortrax:
 - a) computer or another multimedia device with a working web browser,
 - b) Internet access,
 - c) active email account,
 - d) enabled Cookies and Javascript.
- 2) Using the 3D printing services via the <https://zortrax.com/pl/3d-printing-services> website does not require registration nor setting up an account.
- 3) The Customer is obligated to:

- a) use Zortrax services in accordance with the law and morality principles, bearing in mind to ensure respect of personal rights and intellectual property rights of third parties and Zortrax,
 - b) provide data that is consistent with actual conditions.
- 4) The Customer shall be prohibited from submitting unlawful content.
 - 5) Making use of electronic services may entail a threat on the part of every Internet user consisting in the possibility of introducing harmful software to the Customer's IT system as well as obtaining and modifying their data by unauthorised parties. For this reason, Zortrax recommends that the Customer employ appropriate technical measures to minimise the risk of such threats and in particular anti-virus software and a firewall.
 - 6) Zortrax informs that its website: www.zortrax.com uses Cookies. The principles of their use are regulated by the Privacy Policy available on the Zortrax website at: <https://zortrax.com/pl/privacy-policy>

5. Terms and conditions of concluding Agreements

- 1) Concluding an Agreement between Zortrax and the Customer will be carried out according to item 6 after Order placement.

6. Procedure of placing Orders and concluding Agreements with the Customer

- 1) Prior to placing an Order for 3D printing services, the Customer will firstly fill out and send Zortrax a request for quotation for 3D printing services form: **"Place an Order"** available at: <https://zortrax.com/pl/3d-printing-services>.
- 2) The "Place an Order" form should include the following data:
 - a) Customer's first and last name or that of a contact person (when the 3D printing service is ordered in connection with the Customer's business activity),
 - b) name of the Customer's business (when the 3D printing service is ordered in connection with the Customer's business activity),
 - c) contact phone number,
 - d) contact email,
- 3) The "Place an Order" form should be accompanied by:
 - a) design description; description should be made in Polish or English and include all the information necessary for a correct price quotation and possible execution, including the technology in which the 3D print is to be made, material selected by the Customer, and the thickness of the layer.
 - b) a file including the Customer's 3D print design; the 3D print design should be submitted in one of the following formats: *.STEP, *.STL, *.OBJ, *.FBX, *.SLDPRT, *.DXF, *.SVG, *.CATPART, *.3DM, *.IPT, *.F3D, *.SAT, *.x_t .
 - c) Information on the preferred manner of collecting the Order.

- 4) The image file containing the graphical design of the 3D print can be added via the "Add File" field.
- 5) Zortrax is not obligated to check the attached image file in terms of its correctness. In connection with the above, Zortrax shall not be liable for errors in the Products resulting from defects in the design supplied by the Customer.
- 6) The "Place an Order" form may be sent after reading and understanding these Regulations and accepting them.
- 7) Accepting the Regulations occurs after checking the box indicating having read and accepted the provisions of the Regulations under the "Place an Order" form and clicking the "SEND" button.
- 8) If the Regulations are not accepted a request for quotation cannot be sent.
- 9) Before sending the price quote for 3D printing services, Zortrax may ask the Customer - by phone or to the provided email address, in order to clear doubts or propose optimisations to the submitted design.
- 10) Pricing the 3D printing services in accordance with the Customer's design is done on a case-by-case basis and free of charge. Sending the "Place an Order" form to Zortrax does not obligate the Customer to place an order.
- 11) In the following cases, Zortrax shall have the right to refuse quoting a price on the 3D printing services and executing the Order:
 - a) when performing the service would infringe on binding laws,
 - b) when Zortrax cannot perform the service due to a force majeure event, in particular due to technical reasons,
 - c) when Zortrax has justified suspicions that the Customer infringed on intellectual property rights of third parties,
 - d) when the object of the price quote or the Order is a firearm or components thereof,
 - e) when the 3D print design supplied by the Customers contains defects which may result in errors during 3D printing,
 - f) when preparing a price quote becomes impossible for reasons resting with the Customer, e.g. the data supplied by the Customer is incomplete and were not supplemented within the deadline indicated by Zortrax.
- 12) The Customer will receive the price quote for 3D printing services to the email indicated thereby within 7 Business Days from receipt of the request for quotation, provided that the Customer supplies all the data necessary to prepare the quotation.
- 13) As part of the price quote for 3D printing services the Customer will also receive information on: 3D printing services price, costs of delivery, date of service performance by Zortrax, as well as the manner and date of payment, Zortrax's bank account number, and the main features of 3D printing service.
- 14) In case of atypical services, the date of sending a price quotation will be agreed on individually with the Customer.

- 15) The price quoted by Zortrax for 3D printing services includes the cost of the service and the VAT. The price does not include possible customs rates encumbering the Customer.
- 16) In accordance with the Customer's choice, the price and delivery cost may be quoted in PLN, EUR, USD.
- 17) The deadline for performing the 3D printing service is stated in Business Days and calculated from the date of recording the payment on the Zortrax bank account.
- 18) The Zortrax price quotation does not constitute an offer and is only an invitation to conclude an Agreement within the meaning of art. 71 of the Polish Civil Code.
- 19) The Customer places an order for performing 3D printing services in accordance with the price quotation received from Zortrax to the following Zortrax email address: 3dprint@zortrax.com. The Order should include the Customer's data (first and last name, address for receiving consignments, and in the case of entrepreneurs, also data necessary to issue an invoice).
- 20) Placing an Order constitutes a Customer's offer to conclude an Agreement with Zortrax.
- 21) Zortrax shall immediately confirm the receipt of an Order. Confirmation of Order receipt shall be effected by Zortrax sending the Customer a relevant email to the address provided by the Customer, which will, at minimum, include a Zortrax declaration on receiving the Order and accepting it for execution, subject to item 6 (11). Upon receiving a confirmation, an Agreement between the Customer and Zortrax shall be concluded.
- 22) Recording, securing, and disclosing the contents of the concluded Agreement to the Customer shall be made by:
 - a) disclosing the contents of the Regulations at <https://zortrax.com/pl/3d-printing-services>
 - b) sending the confirmation of Order receipt to the Customer.
- 23) After executing the Order, Zortrax shall immediately inform the Customer about providing the Product for release and the envisaged delivery deadline or readiness for collection - if the Customer selects the personal collection option.

7. Payment methods and dates

- 1) Zortrax allows Customers to use the following payments methods:
 - a) payment up front by bank transfer to Zortrax bank account,
 - b) payment up front by bank transfer via the PayPal external payment system, operated by PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349);
- 2) The Customer shall be obligated to make the payments within 3 Business Days from the Agreement conclusion date.

- 3) The Customer agrees for Zortrax to issue an electronic invoice in pdf format, and to send it to the email address provided by the Customer.
- 4) The final amount paid by the Customer includes the Product price and delivery cost, which shall be communicated to the Customer prior to placing the Order.
- 5) Should Zortrax not receive payment from the Customer, it can contact the Customer and remind them of the payment. Lack of payment within 10 Business Days from placing an Order will cause the Customer's Order to be cancelled.

8. Delivery

- 1) Zortrax delivers Products worldwide, except for the following countries: Sudan, Iran, North Korea, Somalia, and Russia.
- 2) Zortrax provides the following ways of Product delivery:
 - a) courier service. Information on delivery cost is presented prior to Order placement by the Customer.
 - b) personal collection in the Zortrax registered office. Personal collection is possible during Business Days between 08:00 and 15:30.
- 3) The Product delivery deadline in Poland is up to 5 Business Days.
- 4) The Product delivery deadline to other EU states is up to 10 Business Days.
- 5) The Product delivery deadline to states other than listed in subitem 3) and 4) is up to 20 Business Days.
- 6) The Product delivery period to the Customer shall commence on the date Zortrax performs the 3D printing service.

9. Complaints

- 1) The Customer can file complaints connected with functionality of the <https://zortrax.com/pl/3d-printing-services> website, sending requests for quotation, and Order placement (sans the Product complaint procedure that has been indicated in item 9 and 10 of the Regulations):
 - a) in writing, to the following address: Zortrax S.A., ul. Lubelska 43a, 10-410 Olsztyn, Poland;
 - b) electronically, via email to the following address: 3dprint@zortrax.com ;
- 2) Zortrax recommends that the complaint description should include: (1) contact details of the person lodging the complaint, (2) the subject and cause of the complaint, (3) the Customer's demand. The requirements indicated are recommendations only and will not influence the validity of a complaint lodged without the indicated description.
- 3) Zortrax shall immediately address the complaint, no later than within 30 days from lodging it.
- 4) Zortrax shall respond to a Customer's complaint in writing or electronically to the address indicated thereby.

10. Product complaint by the Consumer

- 1) The basis and scope of Zortrax liability towards the Consumer, if the product has a physical or legal flaw (warranty) are defined in commonly binding laws, in particular in the Polish Civil Code.
- 2) Zortrax shall deliver the product to the Consumer absent any defects.
- 3) The Client can lodge a complaint:
 - a) in writing, to the following address: ZORTRAX S.A., ul. Lubelska 43a, 10-410 Olsztyn, Poland;
 - b) electronically, via email to the following address: 3dprint@zortrax.com;
- 4) Zortrax recommends that the complaint description should include: (1) contact details of the person lodging the complaint, (2) the subject and cause of the complaint, including the type of defect and date of its occurrence, (3) the Consumer's demand. The requirements indicated are recommendations only and will not influence the validity of a complaint lodged without the indicated description.
- 5) Zortrax shall immediately address the Consumer's complaint, no later than within 14 days from lodging it. If Zortrax fails to address the complaint within the abovementioned deadline, it shall mean that Zortrax deemed the complaint as justified.

11. Provisions concerning a Customer not being a Consumer

- 1) A Customer that is not a Consumer has the right to lodge a complaint against the 3D printing service. A complaint can be lodged as follows:
 - a. in writing, to the following address: ZORTRAX S.A., ul. Lubelska 43a, 10-410 Olsztyn, Poland;
 - b. electronically, via email to the following address: 3dprint@zortrax.com;
- 2) Zortrax recommends that the complaint description should include: (1) contact details of the person lodging the complaint, (2) the subject and cause of the complaint, (3) the demand. The requirements indicated are recommendations only and will not influence the validity of a complaint lodged without the indicated description.
- 3) Zortrax shall immediately address the complaint, no later than within 30 days from lodging it.
- 4) In accordance with art. 555 § 1 of the Polish Civil Code, Zortrax liability towards the Customer not being a Consumer due to Product warranty shall be excluded.
- 5) Upon releasing the Product being the subject of the agreement to the carrier, the Customer not being a Consumer shall take over all the benefits and encumbrances connected with the Product, as well as the danger of accidental loss or damage thereof.
- 6) If the Product is sent to the Customer via a carrier, the Customer not being a Consumer shall be obligated to examine the package at a time and in a manner widely accepted for this kind of consignments. If they ascertain that the Product has become

defective or damaged, they shall be obligated to perform any and all activities necessary to ascertain the carrier's liability.

- 7) Zortrax shall have the right to withdraw from the Agreement concluded with the Customer not being a Consumer within 30 days from the date of conclusion. Withdrawal from the Agreement in this case may be effected without giving a reason and will not create any claims against Zortrax on part of the Customer not being a Consumer.
- 8) Zortrax's liability towards the Customer not being a Consumer, regardless of its legal basis, shall be limited - both for a single claim and any and all claims - to the amount of paid price and delivery cost under the Agreement, however no more than up to PLN 5,000.00. Furthermore, Zortrax shall not be liable towards the Customer not being a Consumer due to lost profits.
- 9) The Regulations and Agreements shall be subject to Polish law.
- 10) Any and all disputes that arise between Zortrax and the Customer not being a Consumer shall be submitted to a court competent for Zortrax's registered office.

12. Consumer's right to withdraw from the agreement based on art. 27 of the Polish Consumer Rights Act of 30 May 2014

The Consumer shall not have the right to withdraw from the agreement concluded on the basis hereof, as the subject of the service is a non-fabricated item, manufactured to the Consumer's specifications or used to satisfy individual needs thereof.

13. Zortrax liability

- 1) Zortrax shall not be liable if the Customer supplies inaccurate contact and address details.
- 2) Zortrax prohibits its Customers from using 3D printing services to order / purchase Products in a manner that infringes on the intellectual property rights of third parties (including, among other things, industrial property rights).
- 3) The Customer shall bear sole responsibility for the contents they send to Zortrax.
- 4) By placing an Order, the Customer confirms that they are the owner and/or received the rights to the design which is the basis for manufacturing the Product by Zortrax from a third party, and that the design does not infringe on the intellectual property rights of third parties.
- 5) If a third party lodges a claim against Zortrax concerning a Product, due to infringement of their intellectual property rights, the Customer, after notification by Zortrax, will not evade immediately starting to clear up the case and shall act against the claim at their own expense and risk, and furthermore, they shall satisfy any and all justified claims, and if a court orders them to be satisfied by Zortrax, they shall, by way of recourse, return to Zortrax all the claims covered thereby as well as any expenses and fees connected therewith, including court fees, and costs of representation.

14. Personal data

- 1) Zortrax shall be the controller of personal data processed in connection with executing the provisions hereof.
- 2) Personal data shall be processed for the purposes, in the scope, and based on grounds and principles indicated in the Privacy Policy published at <https://zortrax.com/pl/privacy-policy>.
- 3) Both the usage of 3D printing services offered by Zortrax via <https://zortrax.com/pl/3d-printing-services>, including sending requests for quotation for a 3D printing services and ordering them, as well as providing personal data shall be voluntary, whereas not providing personal data may render price quotation for 3D printing services or concluding an Agreement impossible.

15. Extrajudicial ways of examining disputes and pursuing claims, and principals of accessing these procedures - Consumer

- 1) The Consumer shall have the option of taking advantage of extrajudicial ways of examining complaints and pursuing claims.
- 2) Detailed information concerning the possibility of the Customer taking advantage of extrajudicial ways of examining complaints and pursuing claims and the principles of accessing these procedures are available at the offices and on websites of powiat (municipal) consumer ombudsmen, social organisations statutory tasks of which include consumer protection, Voivodeship Inspectorates of the Trade Inspection (Wojewódzkie Inspektoraty Inspekcji Handlowej) and on the following website of the Office of Competition and Consumer Protection:
https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentkich.ph.p
- 3) The Customer shall have the following exemplary options of taking advantage of extrajudicial ways of examining complaints and pursuing claims:
 - a) The Customer shall have the right to address the Permanent Consumer Arbitration Court referred to in art. 37 of the Polish Act of 15 December 2000 on the Trade Inspection (Dz.U. [Polish Journal of Laws] of 2014, item 148 as amended) with a motion to resolve the dispute resulting from an Agreement concluded with the Seller,
 - b) The Customer shall have the right to address the Voivodeship Inspector of the Trade Inspection, in accordance with art. 36 of the Polish Act of 15 December 2000 on the Trade Inspection (Dz.U. [Polish Journal of Laws] of 2014, item 148 as amended) with a motion to commence mediation proceedings concerning an amicable resolution of a dispute between the Consumer and the Seller.
 - c) The Customer may receive free assistance in resolving the dispute between themselves and a Seller, by also taking advantage of the free aid of a powiat (municipal) consumer ombudsman or a social organisation statutory tasks of which include consumer protection (including Federacja Konsumentów, Stowarzyszenie Konsumentów Polskich).

- 4) In order to resolve disputes amicably, the Customer may also take advantage of the EU Internet platform ODR available at: <http://ec.europa.eu/consumers/odr>.

16. Amending the Regulations

- 1.) Zortrax shall have the right to amend the Regulations at any time and in any scope, for important reasons, subject to binding laws.
- 2.) Regulations amendments shall be binding from the date of their publishing at <https://zortrax.com/pl/3d-printing-services>, whereas the amendments introduced to the Regulations shall not pertain to Customers who placed a request for quotation or an Order prior to their effective date.

17. Final provisions

- 1.) These Regulations are available in Polish and English at: <https://zortrax.com/pl/3d-printing-services> in a form enabling their downloading and recording.
- 2.) Agreements with Zortrax shall be concluded in Polish or English.
- 3.) In cases not regulated by these Regulations, the provisions of the Polish Civil Code, provisions of the Polish Act on Providing Services Electronically, provisions of the Polish Consumer Rights Act, and other relevant provisions of Polish law shall apply.
- 4.) These Regulations shall enter into force on: 06.02.2020